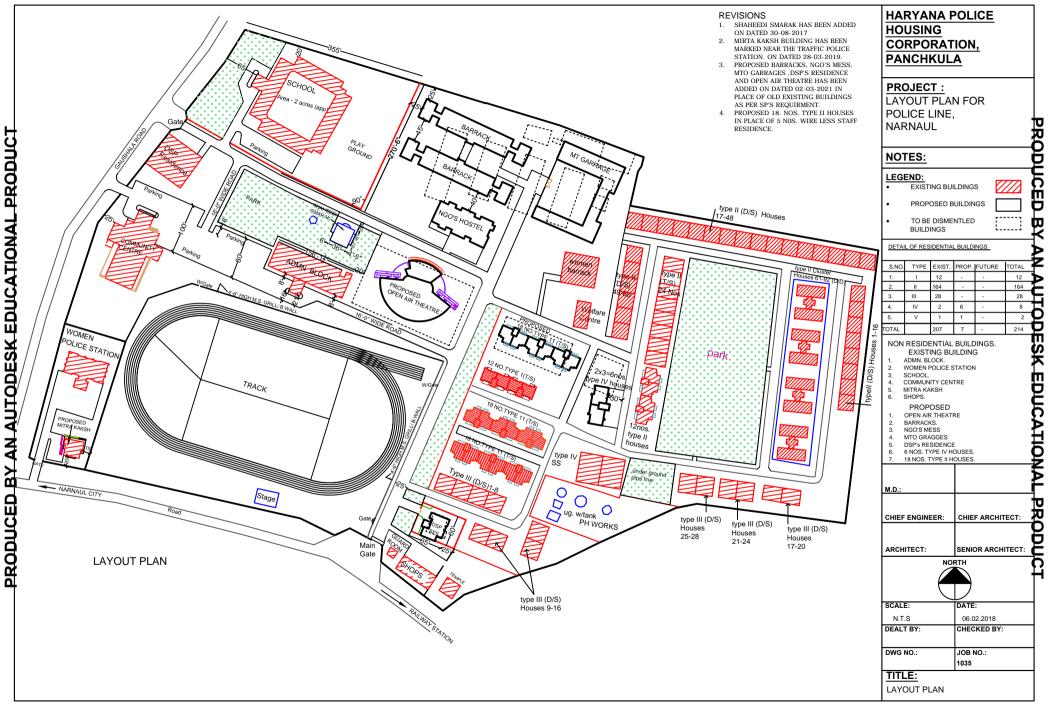
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MEMORANDUM OF UNDERSTANDING BETWEEN DAY COLLEGE TRUST AND MANAGEMENT SOCIETY, CHITRA GUPTA ROAD, NEW DELHI AND THE SUPERINTENDENT OF POLICE, NARNAUL ON BEHALF OF THE DIRECTOR GENERAL OF POLICE, HARYANA FOR RUNNING CO-EDUCATIONAL ENGLISH MEDIUM DAV POLICE PUBLIC SCHOOL AT POLICE LINES, NARNAUL, HARYANA

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EED.	This agreement is made months 19th day
47	February Month, 2018 year between the Haryana
SHIE	Police Welfare and Sports Society thereinafter referred to as 'HPWSS' (which
-	expression unless excluded or is replignant to the context, shall include its successor and assignees), on one part and the DAV College Trust and Management Society,
	New Delhi, a society registered under the Societies Registration Act, 1860 and
H	having its registered office at Chitra Gupta Road New Delhi, hereinafter, referred to
1	as the "Society" (which expression unless excluded, or is repugnant to the context,
9	shall include its successors and assignees) on the other part.

D.A.V. Police Public School

Character of Committee Comm

Police Line, Narnaul

Manager

DAY Police Public School

Whereas the Haryana Police Department, a government service body is committed to the welfare of its employees who, in turn, are committed to the high goals set before them by their Department. In lines with these this objectives, the Police Department has established Haryana Police Welfare and Sports Society (HPWSS). The HPWSS wants to establish a new school at Police Lines, Narnaul. The HPWSS wants to assign the school to a good academic organization. Whereas the Society serves the purpose successfully, the HPWSS approached the Society, which has been successfully running and managing schools and colleges throughout India, with a request for taking over and running the new school.

In view of the request of the HPWSS, the Society has agreed with the request to take over, administer and run the school with the help of HPWSS, as per the terms and conditions set forth hereinafter.

And whereas it was further mutually agreed to reduce the paper work and to write the terms and conditions mutually agreed to, hence, this Memorandum of Understanding through Sh. Kamal Deep Goyal, HPS, Superintendent of Police, Mahendergarh for and on behalf of the HPWSS and Sh. R.S. Sharma, General Secretary, DAV College Trust & Management Society for and on behalf of the Society is written so as to serve as a record for reference hereafter.

Following terms and conditions are agreed to:-

1. General:

- 1.1 That under the terms and conditions hereinafter set forth, the Society hereby agrees to establish composite Co-educational Senior Secondary School in English Medium from Class LKG leading to Class XII on public school lines, in due course of time, with the help of HPWSS.
- 1.2 That for getting the school affiliated with Central Board of Secondary Education, New Delhi, the HPWSS shall provide a certificate to the effect that the school has been sponsored and is fully financed by the Police Department

Principal

D.A.V. Police Public School

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DAV Police Public School

- but its management and administration have been handed over to the DAV College Managing Committee, New Delhi.
- 1.3 That the name of the school shall be DAV Police Public School, Namaul, Haryana.
- 1.4 That the school shall be directly governed and controlled by the DAV College Managing Committee, New Delhi.
- 1.5 That the terms of the agreement shall initially be for a period of 30 (thirty) years, renewable thereafter for such period as may be mutually agreed upon.

2. School Managing Committee

- 2.1 That the DAV College Managing Committee shall constitute School Managing Committee (SMC) consisting of the following members for efficient running of the school. The term of the Committee shall be for three years.
 - a) Representative of the HPWSS including the Chairman 5
 - 1. Inspector General of Police, South Range, Rewari | Chariman
 - Assistant Inspector General of Police, Welfare
 Haryana, Panchkula
 - 3. Superintendent of Police, Mahendergarh (Narnaul)
 - 4. Executive Engineer, HPHC, Panchkula
 - 5. DSP, HQ, Mahendergarh (Narnaul)
 - b) Representative of the DAV College Managing Committee to be nominated by the DAV SMC to be specified.-5
 - c) The Manager of the School to be nominated by the DAV College
 Managing Committee -1
 - d) Two Educationist (of whom one shall be woman), one is to be nominated by DAVCMC and second to be nominated by the HPWSS

D.A.V. Police Public School Comment Police Line, Name
Police Line, Harnaul

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- e) Teachers' Representative -2
- f) Parents' Representative -2
- g) CBSE Nominee -2
- h) Principal of the School as Ex-officio Member Secretary of the LMC-1
- 2.2 That the Vice Chairman shall be one of the representatives of the DAV College Managing Committee nominated on the SMC.
- 2.3 Minimum quorum for the meeting is seven member including minimum 2 members from each side.
- 2.4 That the school SMC shall function as per the policies laid down by the DAV College Managing Committee and shall work on behalf of the DAV College Managing Committee to ensure the smooth functioning of the school.

3. Appointments

- 3.1 That the DAV College Managing Committee shall appoint the Head of the school whose selection shall be done at the Society's Headquarters at Delhi.
- 3.2 The other members of the staff will be selected by a Selection Committee, which will be constituted by the DAV College Managing Committee, New Delhi which will be done as per rules and procedure prescribed by the DAV College Managing Committee from time-to-time. The selection of the staff shall be done preferably at the place where the school is located.
- 3.3 That the members of the Staff shall be paid their salaries and allowances, etc. as per rules & regulations of the DAV College Managing Committee.

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Principal New olice Public School

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Police Line, Warhaul

- 3.4 That the Head of school shall be provided free residential accommodation by the HPWSS while the teacher and other staff subject to availability on the same terms and condition is as provided to the employees of the same status of the police department. The rent chargeable shall not exceed 5% of the basic pay of an individual member of the staff.
- 3.5 That the HPWSS shall provide a staff car/van to be kept under the charge of Head of the school to be used for official purpose.
- 3.6 That the HPWSS will ensure that the contribution of school's share towards Provident Fund, Gratuity, leave, encashment and other benefits of the staff of the school are remitted by the school to the DAV College Managing Committee, New Delhi, regularly each month and are incorporated in the Annual Budget.
- 3.7 That the staff of the school shall be the employees of the DAV Society and they will be governed by the service rules of the DAV CMC. In case of termination of any employee, the school shall be compensated by the HPWSS towards the payment, if any, which may have to be paid to the employees as per the rules of the DAV College Managing Committee.
- In case of closure of the school, the amount of compensation to the staff shall be met out of the funds of the school and if the funds of the school are not found sufficient the excess amount shall be paid by the party on behest of which the school is closed. However, the Haryana Police shall be responsible to pay the amount of said compensation if the HPWSS is unable in any way to pay the compensation.

DAV College Manager of Committee,
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Police Public School
Police Line Marnaul
Police Line Marnaul

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Admissions

- The admission in the school and hostel (if applicable) will be given to 4.1 the wards of the employees of the Police Department posted anywhere in Haryana and to the wards of the teachers working in the school. The teacher's wards will be charged fees and funds as per the wards of the Police Employees. All wards of the Police Employees' and teachers will be entitled for admission. However, admission from amongst wards of Police Employees and teachers will be on merit. Maximum seats per class will be fixed by the LMC. Out of the total seats, 60% seats will be reserved for the wards of the Police Employees and teachers and remaining 40% will be open to general public on merit.
- The wards of Police Employees and teachers will be given 50% 4.2 concession in all the charges including tuition fees fixed for the students from the open category.

5 Land, Building and Capital Expenditure

- 5.1 The HPWSS shall provide two acres of land for one Senior Secondary School and shall also properly constructed, unique and hazard free building for running the school. The Society will do all its best efforts to ensure the goal fixed by the Police Department for its employees and their wards. A separate building or block may be constructed by the HPWSS from its own resources for providing the facility of hostel, if a need for it is felt in future.
- That the HPWSS shall provide all the amenities like water, electricity, 5.2 furniture, science apparatus and equipment, library books, reading room, computer, play equipment for young kids, sports materials, etc. to the school for smooth functioning of the school.

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Recurring Expenditure 6

- That the HPWSS shall be required to meet the total deficit (100%) on 6.1 running the school after deducting the income of the school realized as fee, etc. from the students.
- That the school shall pay to the DAV College Managing Committee 6.2 each month 3% of the total salary bill of the school staff to cover its administrative and service charges etc., and it will be enhanced to 6% after every three years.
- That the Principal of the school shall prepare the Annual Budget of the 6.3 school and get it approved from the LMC before sending it for approval to the DAV College Managing Committee. The HPWSS will meet the deficit of the school in accordance with the approved budget.

Accounts and Audit

- That all the funds of the school shall be deposited in a Scheduled or 7.1 Nationalized Bank. The school shall maintain three accounts in the Bank as follows:
- The School Account: To be operated jointly by the Head of the School a) and Manager/ Chairman of the Local Managing Committee (L.M.C).
- The Pupil's Fund Account: To be operated by the Head of the School b) jointly with the Manager/ Regional Director of the school in accordance with the rules of the DAV CMC. This fund would be utilized exclusively for the benefit of the school children.
- Statutory Contributory Account: It shall be a Saving Account with c) internet banking facility and shall be used exclusively for the purpose of depositing charges, ESI and/or any other statutory contribution announced by the Government from time to time. The balance in the account shall be maintained merely at the amount excess by one thousand than the amount required to be paid/contributed. This account

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shall be operated by the Head of the school. Public School 1700

- 7.2 That the funds of the school shall not be used by the DAV College Managing Committee for any purpose other than that of the school.
- 7.3 That the accounts of the School shall be audited by Internal Auditors of the DAV College Managing Committee and by the Chartered Accountants to be appointed by the DAV College Managing Committee. The report of the Chartered Accountant shall be placed before the L.M.C. for their information and necessary action.
- 7.4 That the travelling and other out-of-pocket expenses of the representatives of the DAV College Managing Committee or the L.M.C. or other officials required to attend the meetings, interview boards, etc. on official assignments will be met from the school fund.
- 8. That either party, if it is not satisfied with the progress of the school or there are other reasonable grounds, shall give a notice of at least two years (Two Academic Sessions) for termination of the contract.
- That in case the contract is terminated at the initiative of either party, the school shall not have 'DAV' attached to its name.
- 10. That the dispute (s), if any, shall be subject to arbitration if mutual consultations between the HPWSS and the Society fail to resolve the issue. The arbitration shall be strictly in accordance with the Arbitration Act as amended from time to time.

11. That the jurisdiction in the event of disputes arising out of the terms of the agreement shall be Delhi Court only.

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General Secretary

DAV College Managing Committee,
Chitra Gupta Road

New Delh. 110 055

DAV Police Public School Police Line, Narnaul

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In witness thereof the Parties have set their respective hands here on the 19th Day of month February and the year 2018 above written.

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Signature SuperIntendent of Police Monindergarb

: Kamal Deep Goyal, HPS Name

Designation: Superintendent of Police, Mahendergarh.

(For and on Behalf of the HPWSS)

Signature 1.1.1.

Name : R.S. Sharmaneral Secretary

DAV College Managing Committee.

Designation General Secretary

DAV COLLEGE MANAGING COMMITTEE CHITRA GUPTA ROAD, NEW DELHI

(For and on behalf of the Society)

Witnesses:

(Signature)

Sh. Vinod Kumar, HPS(Name and Address) _____(Dr. Nishe Peskin)

Director (PS-II) DAV College Managing Committee Chitra Gunto Fend,

Dy. Superintendent of Police, Hqrs. Narnaul

New Delhi-110055

D.A.V. Police Public School Police Line, Narnaul